

Agenda Date: 07/07/04

Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

☐ Board Appointments
☐ Donations
☐ Item Placed by Citizen
☐ Introduction of Ordinance
☐ Grant Application

2007 JUL 1 10 12 42
CITY OF NEW YORK

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **LUIS M. GARCIA**, to assist the Information Technology Department as a PC/LAN Specialist II at a biweekly rate of \$1,470.62 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

APPROVED this 7th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **LUIS M. GARCIA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a PC/LAN Specialist II; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Four Hundred Seventy and 62/100 Dollars (\$1,470.62). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
Information Technology Department
Attn: Director
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Luis M. Garcia

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 7th day of July , 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Luis M. Garcia
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Tony Montoya, Director
Information Technology Department

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

PC/LAN SPECIALIST II

(EL PASO CONTRACT POSITION)

Summary

Under general supervision, provide complex, specialized technical support for personal computers and local area networks.

Typical Duties

Provide complex technical support to clients in support of their daily business functions. Involves: Set up clients with e-mail and creating shares to make resources available on the network. Verify network data access requests before providing access to network resources. Ensure system is secure from unauthorized computer access. Meet with clients to evaluate and identify user needs, and conduct client training on newly installed hardware and software systems.

Assisting in support of client local area networks. Involves: Provide network support, install and configure new software on personal computers, and monitor network error logs. Configure network operating system for efficient performance. Troubleshoot and correct system problems. Identify source of hardware or software problems and take appropriate corrective action. Document all trouble reports in help desk software or in site binders.

Research and evaluate new software packages or new hardware platforms and provide advanced technical support to other staff. Involves: Develop scripts or implement utilities to automate or assist in automating tasks. Run tests and debug to ensure system runs correctly. Participate as a team member on projects. Act as project lead on small-to medium personal computer related projects, as assigned.

Provide professional staff assistance to department management by coordinating day-to-day internal operations, if assigned. Involves: Prepare schedules for multiple concurrent projects. Arrange for timely availability of resources. Balance functional activities of participating units. Expedite work flow to meet completion commitments. Facilitate resolution of conflicting priorities. Act as project team leader or substitute unit supervisor as authorized. Engage in database, web site or other end user applications programming and analysis as qualified.

Perform related duties as assigned. Involves: Work with various other technology departments at various local, state and federal agencies to ensure efficient computer use between systems. Substitute, if assigned, for immediate supervisor, subordinates or coworkers.

Minimum Qualifications

Education and Experience: Equivalent to a combination of an Associate's degree in Computer Information Systems, Microcomputer Technology or a related field, and two (2) years of wide area and local area network hardware and software support experience.

Licenses and Certificates: Must be certified by Computing Technology Industry Association (which includes passing the core module and specialty module for the City's existing computer platform) at time of application and maintain certification throughout employment, or possess comparable certification deemed appropriate by the requesting department. Some positions may require a valid Texas Class "C" Driver's License or equivalent issued by another state by time of appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

EL PASO CITY EMPLOYEES' PENSION FUND

ELECTION REGARDING PENSION PARTICIPATION

☐ I, as a contract employee, pursuant to my personal service contract, hereby **elect to participate** in the El Paso City Employees' Pension Fund in accordance with Chapter 2.64 of the El Paso City Code, and authorize the Comptroller's Office to make the required payroll deductions from my salary.

I have received a copy of the Summary Plan Description and have had the opportunity to ask questions regarding the Pension Fund. By signing this election I understand that once pension participation begins it will continue until my contract for employment terminates or I no longer qualify for participation in the pension plan.

I understand that my election to become a participant is irrevocable.

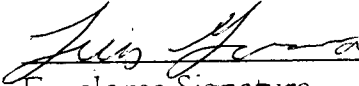
☒ I, as a contract employee, pursuant to my personal service contract, hereby **elect not to participate** in the El Paso City Employees' Pension Fund in accordance with Chapter 2.64 of the El Paso City Code.

I have received a copy of the Summary Plan Description and have had the opportunity to ask questions regarding the Pension Fund.

I understand that my election not to become a participant is irrevocable.

Luis Garcia
Name (please print)

457-93-0217
Social Security Number


Employee Signature

6/30/04
Date

WITNESS: _____

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Luis Garcia

Professional Objective

To find an opportunity that will allow me to demonstrate that I am a hardworking individual who is anxious to increase my knowledge, thereby becoming an asset to the company.

Employment

City of El Paso, 2 Civic Center Plaza, Basement September 15, 2001 to Present

PC LAN Specialist/Network Administrator

- Network Administration – Tasks include, but are not limited to, Ethernet network analysis, design, installation, configuration, and administration. Working with vendors for new network product implementation, technical support, and performance improvement. Work in conjunction with ISP and telecommunication service provider personnel to resolve Internet, T1, Frame Relay, and ISDN connectivity problems. Creating and maintaining user network accounts, e-mail accounts, unlocking domain accounts and assigning security permissions. Setup and troubleshoot hubs, 3COM ISDN LAN modems, also 3COM and Cisco switches and routers.
- Daily Responsibilities include the disaster recovery procedures for the City of El Paso, Police, Fire, MSC, Library domains and PeopleSoft system.
- Hardware – Installation and maintenance of equipment such as servers, switches, and routers as well as installation and replacement of peripherals such as printers, monitors, hard drives, power supplies, network interface cards, modems, motherboards, and sound cards.
- Software – Install, configure and troubleshoot PC software ranging from MS DOS applications to MS Office 95, 97, 2000, Exchange Server 4.0, 5.0, 5.5, MS SQL 7.0, 2000, Veritas Net Backup Data Center 4.5, Backup Exec. 8.6, Windows 95, Windows 98, Windows NT Workstation and Server 4.0, Windows 2000 Professional, Server and Advanced Server.
- Help Desk- Responsible for answering questions from users over the phone regarding computer hardware and software problems. Assign work orders to PC technicians when problem was not solved over the phone.

Time Warner Communications, 7010 Airport Rd. August 21, 2000 to August 18, 2001

Computer Technician

- Responsible for installing Road Runner high speed Internet service.
- Duties include installing network interface cards, configuring TCP/IP settings, configuring e-mail and educating customers on Road Runner Internet service.
- Also troubleshoot TCP/IP network protocols, line problems ranging from Fiber Optic, Category 5, and RG6 Coaxial cable also running cable modem diagnostics programs.

Office Depot, 1111 Geronimo Dr. July 7, 2000 to August 19, 2000

Business Machine Specialist

- In charge of Business Machine Department.
- Responsible for assisting customers in troubleshooting and upgrading personal computers including hardware, software, and applications.
- Knowledgeable in meeting customers' software and hardware needs.
- Troubleshoot printers, fax machines, laptops and Personal Computers that were returned by customers.

Southwest Staffing Inc., 12025 Rojas Suite L April 1999 to June 1999

Warehouse Clerk

- Worked in the Insertion Department and Sanding room; took apart defective equipment, removed rivets, prepared replacement parts, and cleaned work areas.
- Moved material to and from storage areas, loading docks and containers either manually or with dollies, hand trucks or carts.

Walgreens, 1840 Lee Trevino November 1996 to August 1998

Service Clerk

- Counted cash drawer contents, separated charge forms, return slips and coupons.
- Operated automated machinery that develops and prints film.
- Altered photographic negatives and prints to accentuate the subject from negatives.
- Enhanced commercial and advertising photographs and special personal photographs.

Certifications

- Microsoft Certified Systems Administrator (MCSA) Certification 2003
- Microsoft Certified Professional (MCP) Certification 2002
- CompTIA Network+ Certification 2000
- CompTIA A+ Certification 2000
- Computer Network Specialist Diploma 2000

Education

- **New Horizons Computer Learning Center, El Paso Texas** 2003
 - Implementing and Administering a Microsoft Windows 2000 Network Infrastructure course.
 - Cisco – Interconnecting Cisco Network Devices (ICND) course.
- **AD Edge Computer Training Center, El Paso Texas** 2002
 - Microsoft Windows 2000 Professional course
 - Microsoft Windows 2000 Advanced Server course
 - Microsoft Managing a Windows 2000 Network Environment course.
- **Career Centers of Texas-El Paso, El Paso Texas** 2000
 - Microsoft Certified Professional course
 - CompTIA A+ Hardware and Software course
 - CompTIA Network+ course

References

Available upon request